

AGRICULTURAL EXPERIMENT STATION

*Exchange of notes at Washington November 24 and December 2, 1942,
with memorandum of understanding signed October 21, 1942*

Entered into force October 21, 1942

*Extended by agreements of October 8 and 21, 1952;¹ April 16 and
21, 1953;² and June 30, 1953³*

Expired December 31, 1953

56 Stat. 1795; Executive Agreement Series 285

The Secretary of State to the Salvadoran Minister

DEPARTMENT OF STATE

WASHINGTON

November 24, 1942

SIR:

I have the honor to refer to a Memorandum of Understanding dated October 21, 1942, and signed by the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, and by you, relating to the establishment and operation of an agricultural experiment station in El Salvador, which reads in English and Spanish as follows:

MEMORANDUM OF UNDERSTANDING

In conformity with the desire of the Government of El Salvador that the Government of the United States of America cooperate in the establishment and operation of an agricultural experiment station in El Salvador for the purpose of promoting the production of basic and strategic tropical products, the Government of the United States of America, through the United States Department of Agriculture and the Government of El Salvador, through its Minister Plenipotentiary accredited to Washington, have reached the following understanding:

1. The general functions of the station shall include: (a) agronomic production investigations to promote the establishment and increase the production of complementary agricultural products, particularly rubber,

¹ 3 UST 5159; TIAS 2710.

² 4 UST 1566; TIAS 2822.

³ 4 UST 1570; TIAS 2823.

fibers and insecticides; (b) agricultural engineering investigations in the cultivation, harvesting, and processing of agricultural products; (c) establishment of approved agricultural practices by agricultural extension and demonstration work as liaison between the station and the private farms; (d) the propagation of planting material for distribution to the farmers; (e) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of propagating material, scientific information, and personnel; (f) cooperation with public health, colonization, and agricultural rehabilitation agencies of the United States of America, El Salvador, and of the other countries of the Western Hemisphere in the development of agriculture in El Salvador.

2. The Government of El Salvador will make available all land necessary to conduct investigations and demonstration work designed to promote the profitable production of export crops, such as rubber, fibers, insecticides, medicinals, vegetable oils, et cetera, and increase the income and foreign trade of the people of El Salvador. Such lands shall be selected by the director of the station in cooperation with the appropriate governmental agency of El Salvador, and the Government of El Salvador shall permit the continued use of the land by the experiment station free of charge. The lands shall include that portion of the "Hacienda Zapotitán" owned by the Government of El Salvador, comprising approximately 350 manzanas to be made available at once, and at least three other parcels representative of various natural land divisions of El Salvador of approximately 20 manzanas each to be made available as required.

3. The Government of El Salvador also agrees: (a) to construct residences, complete with furnishings, for the North American and Salvadoran members of the staff, except stoves and refrigerators not manufactured in El Salvador; (b) to recondition and remodel existing buildings at Zapotitán which shall serve as laboratories, offices and library for technical work, and (c) recondition and remodel existing buildings or construct new buildings to serve as service buildings, including repair shops, one or more buildings for the preparation and propagation of plant material, a building for the storage of equipment and plant material, and such buildings as may be needed for studies in livestock production and the housing of pilot plants for processing agricultural production for shipment.

4. The Salvadoran Government shall provide: (a) complete furnishings, services and equipment, except scientific equipment and apparatus not produced or manufactured in El Salvador, for the laboratories, offices, and library building; (b) an adequate and pure water supply; (c) electricity for lighting and power on 24-hour per day service; (d) a graduate medical doctor and surgeon; (e) agricultural publications necessary to the proper functioning of the station, including reference books, and all necessary journals and

bulletins published outside of the United States, as well as the binding of journals; and (f) the funds necessary for the preparation, printing and distribution of four types of publications to be issued by the station, as follows:

(1) a popular Spanish periodical written for the farm family and containing articles by the staff and other qualified persons on such subjects as health, hygiene, community organization, information on the Pacific region, aims of the experiment station, treatment of agricultural practices and methodology,

(2) Farm circulars written in Spanish and issued as required, dealing with specific farm practices or products,

(3) Technical bulletins in English or Spanish dealing with the results of specific scientific investigation at the station, and

(4) An annual report in Spanish, covering the work of the station performed during the year, and the status of agriculture in the region;

(g) a director of the station; (h) the services of at least one Salvadoran scientist to cooperate with each scientist detailed to the station by the United States Department of Agriculture, and the services of technologists qualified in the fields of land-surveying, topography, drainage, drafting, minor construction, chemical analysis, and library management; (i) stenographers, clerks, mechanics, machinists, field plot and laboratory assistants, and such unskilled labor as may be necessary to conduct the work of the experiment station; (j) the transportation expenses incurred by Salvadoran and United States members of the station staff for travel on station business within El Salvador.

5. The Government of El Salvador will provide: (a) entry free of customs duties for (1) supplies and equipment for the station, and (2) supplies, clothes, foodstuffs and personal belongings of the North American members of the station staff whose salaries are paid by the Government of the United States; (b) exemption from all Salvadoran taxes based upon salaries for those North American members of the station staff whose salaries are paid by the Government of the United States; and (c) when possible Salvadoran students in graduate study in each of the fields of agriculture in colleges or universities in the United States.

6. The Government of the United States of America, through the United States Department of Agriculture, and subject to the availability of funds for the purpose, agrees to provide: (a) the services of scientists to perform the functions of agricultural engineer, plant pathologist, plant breeder, and upon agreement by the two governments, to provide scientists to perform other functions; (b) current scientific journals on plant and animal science published in the United States; (c) scientific equipment and apparatus not produced or manufactured in El Salvador; (d) stoves and refrigerators not manufactured in El Salvador, for the residences of the staff; (e) hand and

mechanical tools for the station shops; (f) hospital equipment for the treatment of emergency cases; and (g) technical assistance for the designing of all buildings, including residences for the Salvadoran and North American members of the staff.

7. The Government of the United States of America and the Government of El Salvador mutually agree: (a) that in order to provide joint supervision over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established a commission composed of one representative of each of the two Governments; that the commission, subject to the approval of the Salvadoran Government will have authority to establish the qualifications and propose candidates for positions at the station; that the commission may delegate to the director of the station such of its functions as it may deem fit; (b) that, exclusive of salaries of the scientists made available to the station by the United States Department of Agriculture, the obligations of the United States Government shall not exceed \$75,000 the first year, nor more than \$25,000 in any one fiscal year thereafter; (c) that the furnishing of the items described under clauses (c), (d), (e) and (f) of numbered paragraph 6, of this Agreement shall be contingent upon the availability of supplies of such items in the United States; and (d) that the Government of El Salvador shall provide the funds necessary for the fulfilment of the obligations stipulated under numbered paragraph 3, and clauses (a), (b) and (c) of numbered paragraph 4.

8. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution in which event it may be terminated on sixty days written notice by either Government.

For the United States of America

CLAUDE R. WICKARD
Secretary of Agriculture

For the Republic of El Salvador

HECTOR DAVID CASTRO
Envoy Extraordinary and Minister Plenipotentiary

WASHINGTON, D.C.

Date: *October 21, 1942*

It is a pleasure to inform you that the provisions of the Memorandum of Understanding as herein set forth meet with the approval of the Government of the United States of America. If they likewise meet with the approval of the Government of El Salvador, I shall consider this note together with your reply indicating the approval of the Government of El Salvador as constitut-

ing an agreement between our two Governments on the subject, it being understood that the agreement shall be effective as of October 21, 1942 and that the agreement shall continue in effect for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on sixty days' written notice by either Government to the other Government.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

Señor Dr. Don HECTOR DAVID CASTRO,
Minister of El Salvador.

The Salvadoran Minister to the Secretary of State

[TRANSLATION]

LEGATION OF EL SALVADOR
WASHINGTON

DE-541
A-861

DECEMBER 2, 1942

MR. SECRETARY OF STATE:

I have the honor to refer to Your Excellency's courteous note dated November 24 last, relative to the Memorandum of Understanding of October 21, 1942, between the Governments of El Salvador and of the United States of America, which I had the honor to sign with the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, on the date mentioned. The Spanish and English texts of the Memorandum of Understanding signed are given below:

[For text of memorandum of understanding, see p. 565.]

It gives me pleasure to comply with instructions which I have received from my Government to declare to Your Excellency that the Memorandum of Understanding which is transcribed in the present note is approved in all its parts by the Government of El Salvador.

In view of the fact that Your Excellency's note, mentioned at the beginning of this note, contains the declaration that the Government of the United States of America also approves in all its parts the Memorandum of Understanding under reference, I consider that Your Excellency's note and the present reply complete the necessary approval of that Memorandum, constituting an agreement between our two Governments on the subject, it being understood that this agreement has been in effect since October 21, 1942, and is to continue in force for a period of ten years, unless the Congress of either of

the two countries fails to appropriate the funds necessary for its execution, in which case the agreement may be terminated by means of sixty days' notice given by one of the two Governments to the other.

I offer Your Excellency the assurances of my highest consideration.

HECTOR DAVID CASTRO

HIS EXCELLENCY CORDELL HULL,
Secretary of State,
Washington, D.C.